



Consulate General of the United States of America

Osaka-Kobe, Japan

June 26, 2020

To: Prospective Quoters

Subject: Request for Quotations 19JA5820Q0076
Underground fuel Storage Tank Refurbishment Service

The American Consulate General, Osaka-Kobe invites you to submit a quotation for Underground fuel Storage Tank Refurbishment Service.

The Consulate General intends to conduct a pre-quotation conference, and all prospective quoters who have received a solicitation package will be invited to attend. See Section K of the attached Request for Quotations (RFQ).

Submit your quotation in a sealed envelope marked "Quotation Enclosed" to Michael C. Tapley, at 11-5, Nishitenma 2-chome, Kita-ku, Osaka 530-8543 on or before July 17, 2020 at 16:00 p.m. local time. No quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. Standard Form 18
2. Section A, Pricing;
3. Section J, Representations and Certifications;

A site visit will be conducted on July 2, 2020 beginning at 13:00 p.m. at the American Consulate General, Osaka-Kobe. Please contact Yasuhiro Fukuma by fax at 06-6315-5915 by no later than 12:00 noon, June 30 (local time), to arrange entry to the housing compound.

As required by U.S. Government's federal acquisition regulation (FAR), prospective offerors/quoters shall be registered in the SAM (System for Award Management) database at <https://www.sam.gov> prior to award of a contract. Access the following links for registration if the offeror/quoter has not done yet:

D-U-N-S Number (Dun & Bradstreet)
<http://fedgov.dnb.com/webform>

D-U-N-S Number (Tokyo Shoko Research, Ltd.)
<http://www.tsr-net.co.jp/en/outline.html>

If the offeror does not become registered by the required date, the contracting officer shall award to the next otherwise successful registered offeror.

Direct any questions regarding this solicitation to Michael C. Tapley by fax at 81-6-6315-5915 during regular business hours.

Sincerely,

Michael C. Tapley
Contracting Officer

Enclosure
As Stated

REQUEST FOR QUOTATIONS (RFQ) (THIS IS NOT AN ORDER)			THIS RFQ [] IS [<input checked="" type="checkbox"/>] IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1	OF 1	PAGES 39
1. REQUEST NO. 19JA5820-Q-0076		2. DATE ISSUED June 26, 2020		3. REQUISITION/PURCHASE REQUEST NO. PR9024178		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING
5A. ISSUED BY GSO/Procurement Unit American Consulate General Osaka-Kobe 2-11-5, Nishitenma Kita-ku, Osaka 530-8543						6. DELIVER BY (Date)		
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)						7. DELIVERY		
NAME Yasuhiro Fukuma				TELEPHONE NUMBER		<input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
				AREA CODE 06	NUMBER 6315-5925			
8. TO:						9. DESTINATION		
a. NAME			b. COMPANY			a. NAME OF CONSIGNEE		
c. STREET ADDRESS						b. STREET ADDRESS		
d. CITY			e. STATE		f. ZIP CODE		c. CITY	
							d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE: March, 2020; 4:00 p.m.			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter					
11. SCHEDULE (Include applicable Federal, State and local taxes)								
ITEM NO. (a)	SUPPLIES/SERVICES (b)				QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	Refurbishment Services for two underground storage tanks (USTs) located at the U.S. Consulate General Osaka-Kobe, in accordance with attached terms and conditions.				1	Project		¥
12 DISCOUNT FOR PROMPT PAYMENT			a. 10 CALENDAR DAYS %		b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %		d. CALENDAR DAYS NUMBER %
NOTE: Additional provisions and representations [<input checked="" type="checkbox"/>] are [] are not attached.								
13 NAME AND ADDRESS OF QUOTER					14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION	
a. NAME and ADDRESS OF QUOTER (COMPANY)								
DUNS NO.:								
c. COUNTY					16. SIGNER a. NAME (Type or print)		b. TELEPHONE	
d. CITY		e. STATE		f. ZIP CODE	c. TITLE (Type or print)		AREA CODE NUMBER	

Table of Contents

Standard Form (SF) 18 - Request for Quotations, the cover sheet
Section A: Price
Section B: Scope of Work
Section C: Packaging and Marking
Section D: Inspection and Acceptance
Section E: Deliveries or Performance
Section F: Administrative Data
Section G: Special Requirements
Section H: Clauses
Section I: List of Attachments
Section J: Quotation Information
Section K: Evaluation Criteria
Section L: Representations, Certifications, and other Statements of Quoters

Attachment I-1: Scope of Work

Section A: Price

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include, but not limited to, all labor, materials, all insurances, overhead, and profit.

Total Price: ¥_____

The U.S. Consulate General Osaka-Kobe is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments. (For non-Designated Stores, please visit the following link for registration:
<http://www.nta.go.jp/tetsuzuki/shinsei/annai/shohi/annai/23120184.htm>)

Section B: Scope of Work

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract. The Statement of Work is set forth in Section I as Attachment I-1.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

Section C: Packaging and Marking

Mark materials delivered to the site as follows:

U.S. Consulate General Osaka-Kobe
Attn: Management Office
2-11-5 Nishitenma, Kita-ku
Osaka 530-8543
Japan

Section D: Inspection and Acceptance

The Contracting Officer's Representative (COR), or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1 Substantial Completion

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 Final Completion and Acceptance

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 Final Inspection and Tests - The Contractor shall give the Contracting Officer at least five days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 Final Acceptance - If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- (1) Satisfactory completion of all required tests,
- (2) A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- (3) Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

Section E: Deliveries or Performance

E.1 FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract on the date specified in the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use not later than 30 days after commencement of work.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

E.2 FAR 52.211-12 Liquidated Damages - Construction (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the U.S. Government in the amount of ¥30,000 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

E.3 Contractor's Submission of Construction Schedules

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as 10 calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule. When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or

(3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

E.4 Notice of Delay

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

E.5 Notice to Proceed

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

E.6 Working Hours

All work shall be performed during the hours between 09:00 a.m. and 17:00 p.m., Monday through Friday, except Japanese and U.S. holidays. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

E.7 Preconstruction Conference

A preconstruction conference will be held 10 days after contract award at the Management Office of the U.S. Consulate Osaka-Kobe to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

E.8 Deliverables - The following items shall be delivered under this contract:

<u>Description</u>	<u>Qty.</u>	<u>Deliver Date</u>	<u>Deliver To</u>
Subsection E.3 Construction Schedule	1	10 days after award	COR
Subsection G.2 Insurance	1	10 days after award	CO
Subsection G.5.2 Personnel Biographies	1	10 days after award	COR

Section F: Administrative Data

F.1 DOSAR 652.242-70 Contracting Officer's Representative (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Fumitaka Oue - Facility Office at the U.S. Embassy Tokyo.

F.2 Payment

The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts." The following elaborates on the information contained in that clause:

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount

applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

The Contractor shall address invoices to:

U.S. Embassy, Tokyo
Attn: FMC (PO# 19JA5820P0076)
1-10-5 Akasaka
Minato-ku, Tokyo 107-8420

Section G: Special Requirements

G.1 Reserved

G.2 Insurance

Amount of Insurance. The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off the site stated in Japanese Yen:

Per Occurrence	¥30,000,000
Cumulative	¥90,000,000

2. Property Damage on or off the site in Japanese Yen:

Per Occurrence	¥5,000,000
Cumulative	¥15,000,000

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's

performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3 Document Descriptions

G.3.1 Supplemental Documents. The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1 Record Documents. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2 "As-Built" Documents. After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4 Laws and Regulations

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5 Construction Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G. 5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award of the contract, the Contractor has 10 calendar days to submit to the Contracting Officer a list of workers and

supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 30 days to perform.

G.6 Materials and Equipment

All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7 Special Warranties

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8 Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9 Zoning Approvals and Permits

The U.S. Government shall be responsible for:

- (a) obtaining proper zoning or other land use control approval for the project
- (b) obtaining the approval of the Contracting Drawings and Specifications

- (c) paying fees due for the foregoing; and
- (d) for obtaining and paying for the initial building permits.

Section H: Clauses

H.1 This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl> to access links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

H.2 The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference (48 CFR CH. 1):

<u>Clause</u>	<u>Title and Date</u>
52.202-1	Definitions (NOV 2013)
52.204-9	Personal Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier SUBCONTRACT AWARDS (OCT 2018)
52.204-12	Data Universal Numbering System Number Maintenance (DEC 2012)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-18	Commercial and Government Entity Code Maintenance (JUL 2016)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (OCT 2015)
52.209-9	Updates of Information Regarding Responsibility Matters (JUL 2013)
52.213-4	Terms and Conditions - Simplified Acquisitions (Other Than Commercial Items) (JAN 2020)
52.216-7	Allowable Cost and Payment (JUN 2013)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)

- 52.222-19 Child Labor - Cooperation with Authorities and Remedies (JAN 2018)
- 52.222-50 Combating Trafficking in Persons (FEB 2009)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUNE 2008)
- 52.225-14 Inconsistency between English Version and Translation of Contract (FEB 2000)
- 52.228-3 Workers' Compensation Insurance (Defense Base Act) (JUL 2014)
- 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
- 52.228-5 Insurance - Work on a Government Installation (JAN 1997)
- 52.228-11 Pledges of Assets (JAN 2012)
- 52.228-13 Alternative Payment Protection (JUL 2000)
- 52.228-14 Irrevocable Letter of Credit (NOV 2014)
- 52.229-6 Taxes - Foreign Fixed-Price Contracts (FEB 2013)
- 52.229-7 Taxes - Fixed Price Contracts with Foreign Governments (FEB 2013)
- 52.232-5 Payments Under Fixed-Price Construction Contracts (MAY 2014)
- 52.232-8 Discounts for Prompt Payment (FEB 2002)
- 52.232-11 Extras (APR 1984)
- 52.232-18 Availability of Funds (APR 1984)
- 52.232-22 Limitation of Funds (APR 1984)
- 52.232-25 Prompt Payment (JUL 2013)
- 52.232-27 Prompt Payment for Construction Contracts (MAY 2014)
- 52.232-33 Payment by Electronic Funds Transfer - System for Award Management (OCT 2018)

- 52.232-34 Payment by Electronic Funds Transfer - Other Than System for Award Management (JUL 2013)
- 52.233-1 Disputes (MAY 2014) Alternate I (DEC 1991)
- 52.233-3 Protest After Award (AUG 1996)
- 52.236-2 Differing Site Conditions (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-6 Superintendence by the Contractor (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 52.236-8 Other Contracts (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
- 52.236-10 Operations and Storage Areas (APR 1984)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning UP (APR 1984)
- 52.236-13 ACCIDENT PREVENTION (NOV 1991)
- 52.236-14 Availability and Use of Utility Services (APR 1984)
- 52.236-15 Schedules for Construction Contracts (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)
- 52.236-26 Preconstruction Conference (FEB 1995)

- 52.242-14 Suspension of Work (APR 1984)
- 52.243-4 Changes (JUNE 2007)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (AUG 2018)
- 52.245-2 Government Property Installation Operation Services (APR 2012)
- 52.245-9 Use and Charges (APR 2012)
- 52.246-12 Inspection of Construction (AUG 1996)
- 52.246-17 Warranty of Supplies of a Noncomplex Nature (JUNE 2003)
- 52.246-21 Warranty of Construction (MAR 1994)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012) Alternate I (SEP 1996)
- 52.249-10 Default (Fixed-Price Construction) (APR 1984)
- 52.249-14 Excusable Delays (APR 1984)

H.3 The following Department of State Acquisition Regulation (DOSAR) clauses are set forth in full text:

DOSAR 652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

DOSAR 652.229-71 Personal Property Disposition at Posts Abroad (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

Contractor Identification (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- (1) use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- (2) clearly identify themselves and their contractor affiliation in meetings;
- (3) identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- (4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

DOSAR 652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) High Risk Activities. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385 1 1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;
- (8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which

creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) Safety and Health Requirements. The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) Mishap Reporting. The contractor is required to report immediately all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) Records. The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Written program. The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the Contracting Officer and/or COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government onsite representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385 1 1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work

activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

DOSAR 652.242-73 Authorization and Performance (AUG 1999)

(a) The Contractor warrants the following:

- (1) that it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) that it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) that it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

DOSAR 652.243-70 Notices (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

Section I: List of Attachments

Attachment I-1: Scope of Work, 10 pages

Section J: Quotation Information

J.1 Qualifications of Offerors

Offerors/Quoters must be technically qualified and financially responsible to perform the work described in this Request for Quotations. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) be able to understand written and spoken English;
- (2) have an established business with a permanent address and telephone listing;

- (3) be able to demonstrate prior construction experience with suitable references;
- (4) have the necessary personnel, equipment and financial resources available to perform the work;
- (5) have all licenses and permits required by local law;
- (6) meet all local insurance requirements;
- (7) have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) have no adverse criminal record; and
- (9) have no political or business affiliation which could be considered contrary to the interests of the United States.

J.2 Submission of Quotations

This solicitation is for the performance of the services described in Attachment I-1: Scope of Work, and the Attachments which are a part of this request for quotation.

Each quotation must consist one copy of the following:

- (a) Volume 1 - Standard Form (SF) 18. Volume 1 consists of completion of blocks 13a, 14, 15, 16a, 16b, and 16c of SF-18.
- (b) Volume 2 - Price. Volume 2 consists of Section A: Price.
- (c) Volume 3 - Price Breakdown in Japanese.
- (d) Volume 4 - Representations and Certifications. Volume 4 consists of Section L: Representations, Certifications, and Other Statements of Quoters (complete all portions that are applicable).

Submit the complete quotation to the address below by no later than 4:00 p.m., Friday, July 17, 2020, to Management Office of U.S. Consulate General Osaka-Kobe, via Mail. No quotation will be accepted after this time.

U.S. Consulate General Osaka-Kobe
Attn: Management Office
2-11-5 Nishitenma, Kita-ku
Osaka 530-8543 Japan

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation in the appropriate volume of the offer.

J.3 FAR 52.236-27 Site Visit (Construction) (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be

included in any contract awarded as a result of this Request for Quotations. Accordingly, quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for Thursday, July 2, 2020 at 13:00 p.m.

(c) All interested companies that wish to attend must submit individual name(s), company name/address, telephone/fax numbers to Yasuhiro Fukuma via fax at 06-6315-5915 by no later than 16:00 pm, Tuesday, June 30, 2020 (JST time), to arrange entry to the Consulate Building.

(d) Participants shall meet at the U.S. Consulate General Osaka-Kobe, located at 2-11-5 Nishitenma, Kita-ku, Osaka 530-8543, Japan.

(e) Attendee(s) must present an official photo identification (e.g. driver's license, passport, etc) when entering the Consulate.

(f) Cameras/Computers are not allowed within the Consulate Building. All cameras/computers must be left outside the Consulate.

J.4 Magnitude of Construction Project

It is anticipated that the range in price of this contract will be: Between \$50,000 and \$100,000.

J.5 Late Quotations

Late quotations shall be handled in accordance with FAR.

J.6 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or
<http://farsite.hill.af.mil/vffara.htm>

Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition

website at <http://www.statebuy.state.gov> to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

J.7 The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

<u>Provision</u>	<u>Title and Date</u>
52.204-7	System for Award Management (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting (JUL 2016)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.215-1	Instructions to Offerors - Competitive Acquisition (JAN 2004)

Section K: Evaluation Criteria

K.1 Evaluation of Quotations

Award will be made to the lowest priced, responsible quoter. The U.S. Government reserves the right to reject quotations that are unreasonably low or high in price.

Although the award is to be made to the lowest priced offeror, the U.S. Government may request a list of experience/past performance, licenses/permits if required, and financial statements to determine whether or not the offeror is a responsible contractor.

The U.S. Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The U.S. Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- (a) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (b) satisfactory record of integrity and business ethics;
- (c) necessary organization, experience, and skills or the ability to obtain them;
- (d) necessary equipment and facilities or the ability to obtain them; and
- (e) otherwise qualified and eligible to receive an award under applicable laws and regulations.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quote at the lowest price. The U.S. Government intends to award a contract based on initial quotations, without holding discussions, although the U.S.

Government may hold discussions with companies in the competitive range if there is a need to do so.

Section L: Representations, Certifications, and Other Statements of Offerors or Quoters

L.1 FAR 52.204-3 Taxpayer Identification (OCT 1998)

(a) Definitions: "Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN)

TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization

- ☐ Sole Proprietorship;
- ☐ Partnership;
- ☐ Corporate Entity (not tax exempt);
- ☐ Corporate Entity (tax exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) Common Parent

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent;

Name: _____

TIN: _____

L.2 FAR 52.204-8 Annual Representations and Certifications (MAR 2020)

(a)

(1) The North American Industry Classification System (NAICS) code(s) for this acquisition is 236118, 236220, 237110, 237310, and 237990.

(2) The small business size standard is \$36.5 million dollars.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[](i) Paragraph (d) applies.

[](ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination.

This provision applies to solicitations when a firm-fixed-price

contract or fixed-price contract with economic price adjustment is contemplated, unless.

- (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$250,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations
- (iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.
- (v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance. Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate applies to solicitations issued by DoD, NASA, or the Coast Guard.
 - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitation that include the clause at 52.204-7.
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.
- (D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to

solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

___(i) 52.204-17, Ownership or Control of Offeror.

___(ii) 52.204-20, Predecessor of Offeror.

___(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

___(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___(vii) 52.227-6, Royalty Information.

___(A) Basic.

___(B) Alternate I.

___(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

L.3 FAR 52.225-18 Place of Manufacture (SEP 2006)

(a) Definitions. As used in this clause –

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except–

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly–

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

L.4 Authorized Contractor Administrator

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

L.5 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision–

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel,

products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
 - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspended.
- (b) Certification. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

L.6. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (NOV 2015)

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that.

- (1) It ☐ is, ☐ is not an inverted domestic corporation; and
- (2) It ☐ is, ☐ is not a subsidiary of an inverted domestic

corporation

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS
AND VIDEO SUVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

Attachment I - 1

1. INTRODUCTION

The Contractor shall provide the necessary services as defined in this SOW to refurbish/reline two underground storage tanks (USTs) located at the U.S Consulate in Osaka, Japan. The two diesel USTs are 7,600 liters and 3,800 liters each. The Contractor shall also install an inventory control and leak detection system for the two relined tanks. The contractor shall follow the US ACE EM-385 requirements for confined space entry (Chapter 34).

2. USTs REFURBISHMENT/RELINING

The scope of services required includes, but is not limited to, the following:

1. Prepare the site
 - a. Fence off the working area to disallow any unauthorized personnel from entering the working areas.
 - b. The contractor shall prepare the project site to ensure building occupants awareness, as well as their safety, and that of the project's personnel. This may include, but not limited to, notify building occupants of the duration of the project and how it will affect their day to day activities; brief building occupants of the location of active work areas and the necessary safety precautions; and fence off active working areas as well as storage areas of temporary on-site equipment and/or fuel storage units.
 - c. Shut off all electric current going into the tanks or in proximity to the working area.
 - d. Place personal safety equipment (including fire protection equipment) readily available around the working area.
 - e. Empty out the USTs. Transfer all re-usable fuel to off-site storage tank and dispose of all non-reusable fuel. All non-reusable fuel must be disposed according to local governing laws and regulations. The

re-usable fuel shall be filtered and put back into the new refurbished USTs.

- f. Clean all the sludge inside the tanks.
2. Opening of the tank manhole
 - a. Upon opening of the manhole and prior to any work being performed, the surrounding air quality will be tested for two parameters: % of lower explosive limit (LEL) and oxygen content. Before any authorized personnel is cleared to commence work, the LEL must be less than 20% and the oxygen content inside the tank must not be +/- 0.5 % of that of the ambient air.
 - b. Connect an industrial ventilator to ensure that the working area is receiving fresh air continually and during the duration of all field activities.
3. Degassing and cleaning of the tanks
 - a. Connect an industrial ventilator and drop it into the tanks. Ensure that the % LEL inside the tanks is also less than 20%.
 - b. Once most of the fuel and sludge has been removed and the LEL is still under 20%, authorized personnel (confined spaced trained only) will be allowed to enter the tanks cavity to continue cleaning.
 - c. All personnel that enter the tanks cavity must wear Level B Personal Protective Equipment (PPE) and have supplied air with respirator at all times.
4. Examine and prepare tank surface for coating/lining
 - a. Apply hi-pressure wash or sandblast the inside of the tanks.
 - b. Visually inspect the inside of the tanks to determine the areas with the most wear and also locate any possible leaks.

- c. Proceed to measure the thickness of the tank walls horizontally and vertically. Any wall area that presents a reduction of 30% or more from its original thickness will be studied in depth.
 - d. Areas that showed significant wall thickness reduction (as specified above) and corners/wedges should be repaired.
- 5. Relining the inside of the tanks
 - a. Coat the entire inside of tanks with primer.
 - b. Apply 2 layers of fiberglass reinforced plastic (FRP) mat/sheet with polyester based resin.
 - c. Coat the entire tank with another polyester based resin. This will prevent the tank from future leaks.
 - d. Once all the layers have cured/dried, inspect and test the tanks for uniform thickness and leaks.

3.0 TEMPORARY FUEL TORAGE

The contractor shall provide two 200-liter drums and hand pumps to store diesel fuel so they can be pumped into the existing day tanks, if necessary. The two drums shall be filled with the diesel from the existing USTs.

4.0 INVENTORY CONTROL AND LEAK DETECTION MONITORING SYSTEM

The contractor shall install one electronic tank inventory control and leak detection monitoring system for the two USTs.

The inventory control system shall show the fuel level in the two tanks, including high fuel level and low fuel alarms.

The leak detection monitoring system shall activate an audible and visual alarm in the event there is tank leak test failure or liquid is detected in the interstitial space.

The inventory control and leak detection systems shall be mounted in basement close to the existing USTs. The contractor shall submit the plans and all manufacturer specifications regarding the proposed

electronic inventory control and the leak detection monitoring for approval prior to the start of the project.

Recommended leak detection monitor and sensor are listed below.

1. Magnetostrictive digital displacement level meter (Indoor wall-mounted type), Showa Kiki, DSV-0-2X·HP or equivalent.
2. Magnetostrictive liquid level sensor, Showa Kiki DSV-MSL or equivalent.

5.0 QUALITY ASSURANCE AND SAFETY

The Contractor shall provide, as a deliverable, an appropriate Quality Assurance Plan (QAP). The plan shall include checklists of duties to be carried out and a plan to carry out inspections to determine whether the various services are being performed according to the contract. The Contractor shall provide copies of the inspection reports._

The Contractor shall implement an effective program of safety, inspections, testing, administration, management, reporting, recordkeeping, and other tasks necessary to verify compliance with the requirements of the contract plans and specifications. The Contractor's site superintendent shall be responsible for managing the quality control program at the site.

The contractor shall submit a confined space entry and safety plan for approval prior to the start of work. No confined space entry shall be permitted without the approval of the entry and safety plan. The Contractor shall provide a project specific Accident Prevention Plan (APP) describing how safety for all project personnel will be executed throughout the project. The APP must focus on confined spaces and gaseous environments.

The Contractor shall collect and improve promptly any shortcomings and substandard conditions noted during inspections. The Contractor shall immediately bring any conditions beyond the responsibility of the Contractor that affect or delay field activities to the immediate attention of the Consulate personnel.

6.0 INSPECTION

The USG will inspect from time-to-time the services being performed and the supplies furnished to determine whether work is being performed in a safe and satisfactory manner, and that all supplies are of acceptable quality and standards. The Contractor shall be

responsible for any countermeasures or corrective action, within the scope of this contract.

7.0 FINAL SYSTEMS TESTS

Final tests shall be conducted on all newly refurbished USTs, the inventory control and leak detection system at the completion of the work to ensure that the new system meets all manufacturer requirements and specifications. The contractor shall connect the newly refurbished diesel USTs to the existing supply/return lines for the generator and ensure that they are functioning properly.

8.0 TRAINING

The Contractor shall provide training to U.S. Consulate personnel to familiarize them with all the components of the new UST system, especially the inventory control and leak detection system.

9.0 PROJECT CLOSEOUT

When all site work is complete, the contractor's site superintendent shall review all activities and walk the project area with the Consulate personnel to ensure that the Consulate is satisfied, and all work items are acceptable. If any items are not completed, they shall be addressed and completed immediately.

The contractor shall ensure that, upon demobilization, the site is left in a clean and orderly appearance equal to or better than prior to start of work. All site restoration conditions shall be restored to match existing conditions.

The contractor shall compile record documents as the work progresses and maintain a copy of these documents as part of the quality control program. At the conclusion of the work, the contractor shall submit closure documentation and provide warranties, product data, and operation and maintenance manuals for all installed equipment.

10.0 Guarantee

The Contractor shall guarantee all the end product completed under this contract for ten-year period from the date of acceptance of substantial completion by the COR.

11.0 Contract Clauses and References

15 FAM 955 CONSTRUCTION STANDARDS (CT: OBO-43; 02-28-2014)

For new construction or major renovations and alterations of existing structures at posts abroad, the Department of State will adhere to the latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1) and with host-country standards as necessary.

US ACE EM-385 requirements for confined space entry. (Chapter 34).

34.A.01 Confined Spaces – Non-Marine Facilities. Confined space (CS) work performed in permanent, fixed facilities and/or performed on construction sites shall be performed in accordance with this Section, 29 CFR 1910.146 and ANSI Z117.1. This section does not regulate underground construction work (tunneling) as a confined space. > See Section 26.

34.A.02 USACE-conducted CS work activities on or in a watercraft or vessel of any kind and/or associated with vessel repair and maintenance operations are covered in Section 34.B.

34.A.03 The definitions for CS that are applicable to all CSs, during operations, maintenance and construction are listed in Appendix Q, Definitions.

34.A.04 Confined Space Identification. Facilities and job sites shall assign a Safety Supervisor or Confined Space Competent Person (CSCP) to identify all CSs and determine entry rules and requirements. > See Figure 34-1.

a. On USACE facilities, all fixed permit-required CS (PRCS) shall be labeled as a

PRCS. With the approval of the local Safety Office (SOHO), the CSCP may exclude from labeling those confined spaces that pose little or no hazard, (i.e., a navigation lock), but meet the strict definition of a permit-required confined space (PRCS).

b. On construction sites and/or during O&M activities, all fixed PRCS shall be labeled as a danger. PRCS that are created as part of construction work shall be labeled and have a barrier to restrict entry. All Non Permit-Required Confined Spaces (NPRCS) created as part of construction and/or O&M activities are not required to be labeled.

c. If activities in a NPRCS (i.e., welding), create or have a potential to create a

hazardous atmosphere, that space shall be declared a PRCS.

d. All previously identified CSs shall be identified in writing to any contract personnel prior to the beginning of work if they are required to enter and/or work in this area.

(1) The contract documents shall list any known hazards and controls in the CS.

(2) If it is known that work to be conducted inside a CS would create a possible

hazardous atmosphere, the contractor shall be notified prior to beginning work and shall be required to follow the requirements for PRCS.

(3) All entry into an identified or contractor-created PRCS shall be coordinated with the GDA and site security or emergency personnel before each entry.

e. For work conducted on military installations, the CSCP or designer shall coordinate with the installation CS program manager/team to identify all CSs and determine any specific installation requirements for entry.

34.A.05 Confined Space Entry (CSE) Procedures.

a. PRCS Entry Procedures. Entry into PRCSs shall comply with the requirements of 29 CFR 1910.146.

b. NPRCS Entry Procedures:

(1) There are no entry requirements if the space does not contain or have the ability to contain an atmospheric hazard capable of causing death or physical harm.

(2) If a NPRCS has an environment being controlled by permanent ventilation system and/or has an isolation barrier, then entry requires: continual air monitoring; the use of audible/visual alarms for failure of the ventilation system or isolation barrier; and training for the employees in visual contact with the CS and those working in the CS on the proper rescue procedures to be used shall be required. The alarm shall be capable of notifying both the entrants and rescue personnel. This shall be documented and written in the CSE Plan.

c. PRCS Permit. The CSCP shall complete or review and sign the completed PRCS permit (see Form 34-1 for non-mandatory example) and shall be responsible for enforcing the use of PRCS permits for entry into all PRCSs at the facility/site.

d. At the end of the work task where a PRCS was entered, there shall be an after

action review by all parties on procedures used and if improvement can be gained. For USACE operations, this review should include safety personnel for the site, and any security or emergency

responders. For contract operations, this review should include GDA and any security or emergency responders on site.

34.A.06 CSCP/Safety Supervisor Responsibilities.

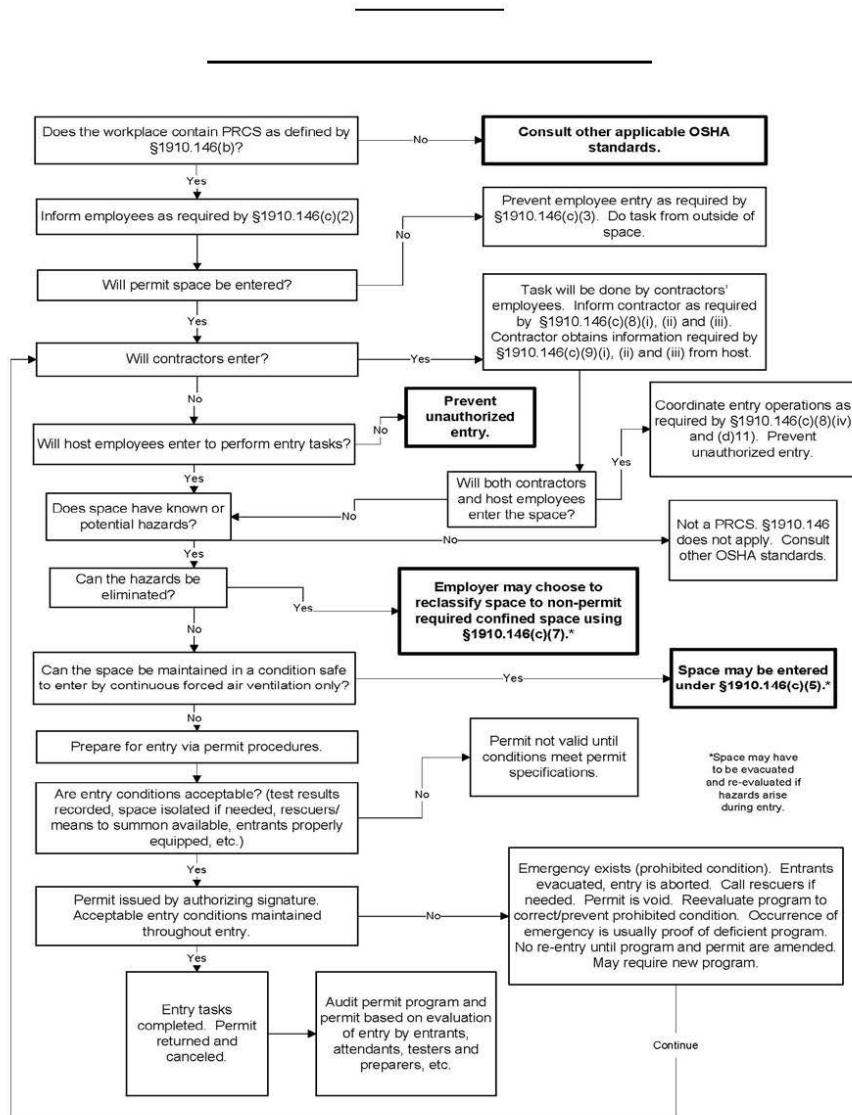
- a. Identification and Labeling. The CSCP shall identify and label all PRCSS as noted in Section 34.A.04.b.
- b. The CSCP shall develop and implement an activity/site-specific Confined Space program. The program shall contain and adequately address the CS program elements of 29 CFR 1910.146 and those defined in this section.
- c. It is the responsibility of the site supervisor or project manager to ensure all entries into a CS are completed in a safe and protective manner. The procedures shall be documented in a CS program which is part of the APP or Project Safety and Health Plan.
- d. Coordination with local emergency responders. The CSCP shall coordinate with local emergency responders to determine if they are capable of a timely (5 minutes) rescue from the specific CS. If the local emergency responders do not have the appropriate rescue capability, the rescue capability should be developed on-site.
- e. Review CS program and all past entries annually.

34.A.07 CS Program Elements. The CS program shall address each of the following elements with facility-/site-specific detail:

- a. Identification and Labeling. Describe the process for identifying a work area as a CS and rationale used for classifying the type of CSs. Describe labeling and enforcement procedures that will assure personnel do not enter CSs in an unauthorized fashion;
- b. CS hazard identification. Describe the hazards in the CS and all potential hazards that may be created by potential work in the CS, any permanent air monitoring, physical isolation identification, or permanent ventilation;
- c. Safe CSE conditions. Describe the practices and procedures that will be followed to assure that CSs will be entered safely. Procedures and practices shall include but are not limited to the following:
 - (1) NPRCSs. Describe any monitoring and employee training that will assure nonpermit conditions are maintained and that employees entering the NPRCS understand how to maintain a safe working environment while working in it. Describe the potential atmospheric and/or physical hazards that are present in the CS and the necessary controls for these hazards, necessary training requirements of entrants and workers within visual contact.
 - (2) PRCSS. At a minimum, describe how each of the elements below will be enforced at each PRCSS:
 - (a) Entry permit (See Form 34-1 34-2 for example) completion, review, processes, signature authority, and maintenance procedures

for all PRCS. The entry supervisor or manager shall be required to sign all permits daily before entry;
(b) Acceptable entry conditions;

FIGURE 34-1 Confined Space Identification Flow Chart



- (c) Observation by the authorized entrant of monitoring or testing in PRCSS;
- (d) Isolation and/or any alarms for physical hazards or atmospheric hazards of the PRCSS;
- (e) Purging, inerting, flushing or ventilating the PRCSS as necessary to eliminate or control atmospheric hazards;
- (f) Installation of barriers to protect entrants from external hazards;
- (g) Monitoring requirements and procedures used to verify that acceptable entry conditions are maintained for the duration of the authorized entry;
- d. Equipment (and equipment maintenance procedures) to be used for CSE at the facility/site. All equipment shall be calibrated and functionally tested before each entry in accordance with the manufacturer's instructions. Equipment shall include the following at a minimum:
 - (1) Appropriate atmospheric testing and monitoring equipment necessary to assure safe entry and that safe entry conditions are maintained;
 - (2) Ventilation equipment to assure maintenance of safe entry conditions;
 - (3) Communication equipment for constant contact between the attendant and the entrants and means of communication to the emergency personnel;
 - (4) Personal Protective Equipment (PPE) necessary in the event that engineering controls and work practices do not adequately protect entrants;
 - (5) Lighting equipment for entry;
 - (6) Barriers and shields to keep unauthorized entrants out of the CS during entry;
 - (7) Ladders or other equipment necessary for entrant access and egress;
 - (8) Rescue and emergency equipment needed to remove entrants in the event of an emergency. Particular emphasis shall be placed on the use and implementation of appropriate self-rescue procedures and equipment;
 - (9) Any other equipment necessary for safe entry into or rescue from CSs;
- e. Procedures for evaluating PRCSS conditions when entry is conducted. Address each of the following in facility/site-specific detail:
 - (1) Atmosphere conditions required to be maintained during entry to ensure safe entry;
 - (2) At a minimum, test the PRCSS atmosphere for the following in the order specified:
 - (a) Oxygen (before and continual while entrant is in the PRCSS);
 - (b) Combustible gases and vapors; and

- (c) Toxic gases and vapors.
- f. Policies and procedures to assure that at least one attendant is immediately available outside the PRCS during entry operations to monitor the conditions of the space, to communicate with entrants, and to respond to emergencies;
- g. Designate by name, personnel at the facility/site with active roles in CSE and their responsibilities for PRCS entry. All permits shall be signed by each employee entering the CS, the CSCP, attendant and a responsible entry supervisor;
- h. Document procedures and agreements with local emergency responders for notifying emergency services of a pending entry and summoning rescue and emergency services for rescuing PRCS entrants;
- i. Document a facility/site procedure for preparing, issuing, using and canceling PRCS entry permits;
- j. Document procedures for coordinating with employees from outside organizations who will be participating in PRCS entry. The coordination shall include the type of CS, the known hazards, safety procedures, PPE and debrief following the entry;
- k. Document procedures for concluding an entry after entry operations have been completed;
- l. Develop procedures for reviewing PRCS entries and documenting lessons learned from them; and
- m. Establish a policy to review cancelled, expired or revoked permits to modify the PRCS entry procedures annually.
- n. Establish a policy to review the CS program annually.

34.A.08 Employee Training. All employees entering PRCS or NPRCS, authorized

attendants, supervisors and managers, and workers within visual contact of the CS shall be trained to understand the requirements of the facility/site-specific CSE Program and procedures and emergency retrieval procedures.

- a. Initial CS training. All entrants, authorized attendants, and supervisor or managers shall receive an initial CS training course that includes hands-on practical exercise with all the equipment; rescue exercise; and completing the CS permit. The training shall include, as a minimum: the roles and responsibilities in conducting an entry; specialized training on the use, calibration, and maintenance of monitoring, communications, and retrieval equipment; the hazards of the entry and the control of the hazards of the entry.
- b. Before each activity requiring entry into a CS, the entrant, authorized attendants, supervisor/managers, and workers in close proximity, shall review the entry procedures, the use of the air monitoring, PPE, and retrieval equipment. Emergency responders

shall be invited to the training review. If it has been over a year since the initial training, a rescue exercise shall be part of the training review.

c. Training shall be documented and include a roster of those attending and topics discussed.

34.A.09 Rescue and Emergency Services. The CSCP shall develop or establish rescue and emergency services for PRCS entry. Emergency responders shall be notified of the training and at least annually, or immediately prior to each entry, shall have participated in an emergency response drill for retrieval of an employee or dummy from the CSs.